



## **SECTION B - SUPPLIES OR SERVICE AND PRICE/COST**

### **B.1 INTRODUCTION**

B.1.1 Channel 28 Broadcast Studio District of Columbia Public Schools is seeking a contractor to furnish, deliver and install the SYNERGY PEG I BROADCAST SYSTEM.

B.1.2 The District contemplates award of fixed price contract.

### **B.2 SERVICE / DESCRIPTION /COST**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Price Per Unit</b>	<b>Quantity</b>	<b>Total Price</b>
<b>0001</b>	<b>Master Control Unit</b>  <b>Model #SBC-MC-100</b>	<b>ea</b>	\$_____	<b>1</b>	\$_____
<b>0002</b>	<b>Digital Server</b> <b>Model 2000</b>  <b>DS-2000</b>	<b>each</b>	\$_____	<b>1</b>	\$_____
<b>0003</b>	<b>Encoder</b>  <b>Model #DE100</b>	<b>each</b>	\$_____	<b>2</b>	\$_____
<b>0004</b>	<b>Web caster</b>	<b>each</b>	\$_____	<b>1</b>	\$_____
<b>0005</b>	<b>Media Server</b>	<b>each</b>	\$_____	<b>1</b>	\$_____
<b>0006</b>	<b>BETA Room</b>  <b>Model #V100-Beta</b>	<b>each</b>	\$_____	<b>1</b>	\$_____
<b>0007</b>	<b>Equipment Rack</b>	<b>each</b>	\$_____	<b>2</b>	\$_____
<b>0008</b>	<b>Rack Mount UPS</b>  <b>Model #MGE 2200VA</b>	<b>each</b>	\$_____	<b>2</b>	\$_____
<b>0009</b>	<b>M2Edit Pro Annual Support</b>	<b>each</b>	\$_____	<b>2</b>	\$_____

<b>0010</b>	<b>KVM-CPU 10 feet cable</b>  <b>Model #EHN 151-0010</b>	each	\$_____	<b>7</b>	\$_____
<b>0011</b>	<b>KVM-KVM Cable 1 foot</b>  <b>Model #EHN154-0001</b>	each	\$_____	<b>1</b>	\$_____
<b>0012</b>	<b>KVM ServSwitch Rack Mount Kit</b>  <b>Model #RMK- 19B</b>	each	\$_____	<b>1</b>	\$_____
<b>0013</b>	<b>KVM Serv Switch 8 port</b>  <b>Model #KV3108SA- R4</b>	each	\$_____	<b>1</b>	\$_____
<b>0014</b>	<b>Standard Keyboard and Mouse</b>	each	\$_____	<b>1</b>	\$_____
<b>0015</b>	<b>Network – Gigabit Switch 8 Port</b>  <b>Model #GS508</b>	each	\$_____	<b>1</b>	\$_____
<b>0016</b>	<b>17” Viewsonic Black Flatpanel monitor</b>  <b>Model #VG- 700B</b>	each	\$_____	<b>1</b>	\$_____
<b>0017</b>	<b>Symmetric Audio AGC</b>  <b>Model #422</b>	each	\$_____	<b>2</b>	\$_____
<b>0018</b>	<b>Prime Image TBC Framesync with auto by -</b>	each	\$_____	<b>2</b>	\$_____

	<b>pass</b>				
	<b>Model #50II</b>				

## SECTION C:

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C.1 SCOPE**

- C.1.1 The District of Columbia Public Schools is seeking a contractor to furnish deliver and install the PEG I System Broadcast System to Channel 28 Broadcast Studio. The obtain information on the items listed in Section B; the manufacturer can be contacted at 1-800-601-6991.

#### **C.2 BACKGROUND**

- C.2.1 Over the past year Channel 28 broadcast studio has undergone a major overhaul of its facilities and equipment. They are in the process of replacing and upgrading their equipment as a part of the New McKinley Technical School and will be working with the students at McKinley. **Delivery will be a factor in the consideration of award of this solicitation.**

#### **C.3 REQUIREMENTS**

- C.3.1 The contractor shall provide a Master Control unit (CLIN0001) which shall include automation software including: Event Control, Webcasting, Web media Server and 16 serial ports for device control and communication.
- C.3.2 The contractor shall provide a Digital Server Model 2000 (CLIN 0002)
- C.3.3 The contractor shall provide an Encoder to include one 4.2.0 analog encoder for MPEG-2 encoding. The encoder shall include one NTSC confidence monitor output. Dual Stream Encoding includes both MPEG-2 and Windows Media Player files. M2Edit Pro software for MPEG-2 editing
- C.3.4 The contractor shall provide a Web caster for internet simulcast of two channels (CLIN 0004)
- C.3.5 The contractor shall provide a Media Server to include 1-250Gig hard drive for Windows Media player files (CLIN 0005)

- C.3.6 The contractor shall provide a BETA Room (CLIN 0006)
- C.3.7 The contractor shall provide a Equipment Rack (CLIN 0007)
- C.3.8 The contractor shall provide a Rack Mount UPS (CLIN 0008)
- C.3.9 The contractor shall provide a M2Edit Pro Annual Support (CLIN 0009)
- C.3.10 The contractor shall provide a KVM-CPU 10 feet cable (CLIN 0010)
- C.3.11 The contractor shall provide a KVM-KVM Cable 1 foot (CLIN 0011)
- C.3.12 The contractor shall provide a KVM ServSwitch Rack Mount Kit (CLIN 0012)
- C.3.13 The contractor shall provide a KVM Serv Switch 8 port (CLIN 0013)
- C.3.14 The contractor shall provide a Standard Keyboard and Mouse (CLIN 0014)
- C.3.15 The contractor shall provide a Network – Gigabit Switch 8 Port (CLIN 0015)
- C.3.16 The contractor shall provide a 17” Viewsonic Black Flatpanel monitor (CLIN 0016)
- C.3.17 The contractor shall provide a Symmetric Audio AGC (CLIN 0017)
- C.3.18 The contractor shall provide a Prime Image TBC Framesync with auto by-pass (CLIN 0018)
- C.3.19 The Contractor shall deliver and install all the required equipment as specified in the Invitation for Bid (IFB).
- C.3.20 The Contractor shall provide DCPS with 24 hour notification prior to delivery of equipment.
- C.3.21 All work shall be performed during non-school hours or when students are not in the building.
- C.3.22 The hours of operation that work shall commence are between 3:30 p.m and 12:00 am Monday through Friday.

#### **C.4 WORK PERMIT**

- C.4.1 A work permit is required prior to commencement of any work within DCPS facilities. The Work Permit shall be display at the work site whenever work is in progress. The Office of Facilities Management Service Desk located at 1709 3<sup>rd</sup>

Street, N.E. Washington, DC issues the work permits. The Telephone number for work permit information is (202) 576-7676.

- C.4.2 The contractor shall submit a request and obtain the required work permit. A detailed description of work to be performed is required and the lead supervisor/foreman on the job site shall have attended a two (2) hour asbestos awareness training class.
- C.4.3 DCPS will conduct an asbestos assessment, as appropriate considering the description of work. If required, asbestos abatement shall be completed prior to issuance of a work permit.
- C.4.4 The contractor shall review and sign the building's Asbestos Management Plan, which is located in the Principal's office, prior to commencing any work.
- C.4.5 Willful release of asbestos fibers may subject the contractor to loss of license. The contractor shall use proper procedures in the performance of the contract. In case of accidental disturbance of asbestos, the contractor shall stop work immediately and report the conditions to Richard McGhee at Office of Facilities Management , 1709 34d Street, NE, Washington, D.C. 20032.

## **C.5 ACCIDENT PREVENTION**

- C.5.1 The contractor shall provide and maintain work environment and procedures, which will:
  - a. safeguard the public and DCPS personnel, property, materials, supplies and equipment exposed to contractor operation and activities; and
  - b. avoid interruptions of DCPS operation and delays in project completion dates.
- C.5.2 During construction, dismantling, demolition or removal of improvements, the contractor shall:
  - a. provide appropriate safety barricades, signs, and signal lights; and
  - b. ensure that any additional measures are taken that the Contracting Officer determines to be reasonable.
- C.5.3 Whenever the Contracting Officer becomes aware of any non-compliance with these requirements or any condition, which poses a serious or imminent danger to the health or safety of the public or DCPS personnel, the Contracting officer or his/her representative shall notify the contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the contractor or the contractor's representative on the work site, shall be deemed sufficient notice of the non compliance to safety requirements, and that

corrective action is required. after receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any adjustment of the contracted price or extension of the performance schedule on any stop work order issued under this clause.

#### C.6 PERFORMANCE STANDARDS

CRITERIA	PERFORMANCE MEASURES	MINIMUM/MAXIMUM ACCEPTANCE	Incentives/ Disincentives*
1. The contractor shall custom built a synergy broadcast system for the DCPS Channel 28.	<p>a. The contractor shall meet with the Channel 28 staff prior to building of the system to coordinate a schedule by which the system should be built and delivered.</p> <p>b. The contractor shall deliver the system in a timely manner without delay and in accordance with the schedule set forth.</p> <p>c. The contractor shall install the system within 15 days of the system being built, delivered and accepted by DCPS.</p> <p>e. The Contractor shall test the system at a minimum of three times within 30 days to determine that all functions required by DCPS is operational.</p>	<p>a. 100% completely built within 30 days after receipt of order.</p> <p>b. 100 % delivery of complete system.</p> <p>c. 85% installation within 7 days of receipt at DCPS</p> <p>d. 100% installation by day 15.</p> <p>e. 50% acceptance after first test. (10 days after installation)</p> <p>f. 75% acceptance after 2<sup>nd</sup> test. (20 days after acceptance.)</p> <p>g. 100% acceptance after third. (30 days after</p>	<p>a. If the system is not built to specifications within the 30 days window the contractor shall incur penalties in the amount of 1% of the invoiced amount.</p> <p>b. If the contractor does not deliver the system within the time frame agreed upon by DCPS and the contractor the contractor shall receive further penalties in the amount of another 1% of the invoice amount.</p> <p>c. However, if the contractor delivers and tests the equipment and the equipment is</p>

		acceptance)	<p>75% accepted by DCPS the contract shall receive 75% of payment.</p> <p>d. The contractor shall be paid the remaining 25% after complete testing and acceptance by DCPS.</p> <p>e. If however the contractor fails the final testing the contractor shall forfeit the remaining 25% of the payment to DCPS.</p>
Effective project management control	<p>a. The contractor shall assign a project manager to oversee the entire building installation and testing of the system.</p> <p>b. The project manager shall make contact with the DCPS representative on a weekly basis to provide updates on the progress of the system.</p>	Project manager shall be 100% actively involved in the day to day process of the building of the system. The	<p>a. If the project manager fails to perform his/her duty DCPS has the right to request the change of the project manager.</p> <p>b. The project manager shall be changed within 24 hours of DCPS's request.</p> <p>c. If the contractor fails to adhere to DCPS's request the contractor shall incur additional penalties.</p>



### **SECTION D: PACKAGING AND MARKING**

- D.1 The packaging and marking requirements for the resultant contract will be governed by clause number two (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J1.

### **SECTION E: INSPECTION AND ACCEPTANCE**

- D.1 The inspection and acceptance requirements for the resultant contract will be governed by clause number six (6), Inspection of Supplies and clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J1.

### **SECTION F - DELIVERIES OR PERFORMANCE**

#### **F.1 CONTRACT TYPE**

The District contemplates award of a fixed price contract.

#### **F.2 TERM OF CONTRACT**

- F.2.1 The term of the contract shall be for a period of one (1) year from date of award specified on page one (1) of the contract.

#### **F.3 DELIVERABLES**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001 - 0018	PEG –I- SYS Broadcasting System	As specified in IFB	Boxed, sealed, shrink wrapped	TBD

### **SECTION G - CONTRACT ADMINISTRATION DATA**

#### **G.1 INVOICE PAYMENTS**

- G.1.1 The District of Columbia Public Schools shall make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices

stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

- G.1.2** The District of Columbia Public Schools shall pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the Accounts Payable Division) with concurrent copies to the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) specified in Section G.7 below. The address of the

**Name:** Accounts Payable  
DC Public Schools  
825 North Capitol Street  
7<sup>th</sup> Floor  
Washington, D.C. 20002  
202-442-5300

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information:

- G.2.2.1** Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

- G.2.2.2** Contract number, number two (2) and encumbrance number, number twenty-one (21) of the Solicitation Cover Sheet. Assignment of an invoice number by the contractor is also recommended;

- G.2.2.3** Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.

- G.2.2.4** Other supporting documentation or information, as required by the contracting officer;

- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.6) above to be notified in the event of a defective invoice); and

**G.2.2.8** Authorized signature.

### **G.3 METHOD OF PAYMENT**

**G.3.1** DCPS shall pay the amount due the contractor under this contract after:

1. Completion and acceptance of all work.

### **G.4 ASSIGNMENTS**

**G.4.1** In accordance with 27 DCMR, 3250, unless otherwise prohibited by this contract, the Contractor may assign moneys due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution

**G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.4.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

### **G.5 CONTRACTING OFFICER (CO)**

**G.5.1** Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Andrea Simpson or her designee  
Contracting Officer  
Office of Contracts and Acquisitions  
825 North Capitol Street, N.E.  
Suite #7066  
Washington, DC 20002  
Telephone: 202-442-5111

**G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.6.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Richard McGhee  
Title: General Manager  
Channel 28  
1709 3<sup>rd</sup> Street, N.E.  
Washington, DC 20002

- G.7.2** It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- G.8** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Agency Chief Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. No. 32 May 27, 2004, issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351) and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

**H.2 AUDITS, RECORDS, AND RECORD RETENTION**

**H.2.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

**H.2.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

**H.2.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

**H.2.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

**H.2.5** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and

documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

- H.2.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor either during or after expiration or termination of the Contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

### **H.4 CONFLICT OF INTEREST**

- H.4.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code section 1-1190.1 and Chapter 18 of the DC Personnel Regulations).

- H.4.2** The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

### **H.5 CONTRACTOR RESPONSIBILITIES**

The Contractor shall furnish, deliver and install all equipment required as set forth in Section B.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003, (Attachment J.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, are incorporated as part of the contract resulting from this solicitation.

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

**I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**I.4 TIME**

Time, if stated in number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

**I.5 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

**I.6 RIGHTS IN DATA**

I.6.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.6.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or

financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.6.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.6.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.6.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.6.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;



- I.6.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and
- I.6.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.6.7 The restricted rights set forth in section I.6.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

#### **RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_  
With \_\_\_\_\_ (Contractor's Name) and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.6.8 In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.6.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontract data or computer software which is required for the District.
- I.6.10 For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.6.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.13 Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.7 FIRST SOURCE EMPLOYMENT AGREEMENT**

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement **Attachment J.6** executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

**I.8 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J4. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Office of Local Business Development.

**I.10 CONTINUITY OF SERVICES**

I.10.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.10.1.1 Furnish phase-out, phase-in (transition) training; and

I.10.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.11 INSURANCE**

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

I.11.1 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

I.11.2 Property Damage: The Contractor shall carry property damage insurance of at least (\$20,000) per occurrence.

- I.11.3 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.11.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.11.5 Automobile Liability: The contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.11.6 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation, 810 1st St. N.E. #701, Washington, DC 20002, with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

## **SECTION J: LIST OF ATTACHMENTS**

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, April 2003
- J.2** LSDBE Certification Package
- J.3** Wage Determination No. 94-2103 (Revision No. 32 May 27, 2004)
- J.4** E.E.O. Information and Mayor Orders 85-85
- J.5** Tax Certification Affidavit
- J.6** First Source Employment Agreement

**SECTION K:****REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS****K.1 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990):****K.1.1 Definitions.** As used in this provision:

- K.1.1.1 Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- K.1.1.2 Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- K.1.1.3 Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- K.1.1.4 Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- K.1.1.5 Employee:** means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.1.1.6 Individual:** means a bidder/contractor that has no more than one employee including the Bidder/Contractor.
- K.1.2** By submission of its bid, the Bidder, if other than an individual, who is making a bid that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the bidder to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contracts of less than 30 calendar

days performance duration, but in any case, by a date prior to when performance is expected to be completed:

- K.1.2.1** Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.1.2.2** Establish an ongoing drug-free awareness program to inform such employees about the following:
- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3** Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4** Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.1.2.5** Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- K.1.2.6** Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, takes one of the following actions

with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

**K.1.2.7** Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

**K.1.3** By submission of its bid, the Bidder, if an individual who is making a bid of any dollar value, certifies and agrees that the Bidder will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

**K.1.4** Failure of the Bidder to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision renders the Bidder unqualified and ineligible for award.

**K.1.5** In addition to other remedies available to the Government, the certification in paragraphs K.1.2 through K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **K.2 TAX CERTIFICATION**

Each Bidder must submit with its bid, a sworn Tax Certification Affidavit incorporated herein as Attachment J 5.

## **K.3 TYPE OF BUSINESS ORGANIZATION**

**K.3.1** The Bidder, by checking the applicable box, represents that

(a) It operates as:

\_\_\_\_\_ a corporation incorporated under the laws of the State of

\_\_\_\_\_ an individual,

\_\_\_\_\_ a partnership

\_\_\_\_\_ a nonprofit organization, or

\_\_\_\_\_ a joint venture; or

(b) If the Bidder is a foreign entity, it operates as:

\_\_\_\_\_ an individual  
 \_\_\_\_\_ a joint venture, or  
 \_\_\_\_\_ a corporation registered for business in  
 \_\_\_\_\_  
 (Country)

#### **K.4 EMPLOYMENT AGREEMENT**

For all bids over \$100,000, except for those in which the Bidder is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Bidder recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Bidder agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia. At least 51% of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Bidder also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Bidder understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Bidder certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Bidder will use DOES as the first source for recruitment and referral of any new employees. The Bidder shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Bidder to hire or train persons it does not consider qualified based on standards the Bidder applies to all job applicants.

Name	_____	Title	_____
Signature	_____	Date	_____



## **K.5 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Contracts”, dated June 10, 1985 and the Office of Local Business Development regulations, Chapter 11, “ Compliance with Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Local Business Development regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Bidder \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Bidder \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub contractors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor’s Order.)

## **K.6 WALSH-HEALY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by

the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

#### **K.7 BUY AMERICAN CERTIFICATION**

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

#### **K.8 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

\_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

\_\_\_\_\_  
\_\_\_\_\_

#### **K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Code 1183.16 that:

- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a Contract, or

- (iii) the methods or factors used to calculate the prices in the Contract;
  - 2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
  - 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:  
  

---

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);

    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
    - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (b) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS****L.1 CONTRACT AWARD****L.1.1 Contract Type**

The District of Public Schools contemplates award of a fixed price contract(s).

**L.1.2** The District of Columbia Public Schools reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.1.3** The District of Columbia Public Schools intends, but is not obligated, to award a single contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

**L.2 PREPARATION AND SUBMISSION OF BIDS**

**L.2.1** Bidders shall submit a signed original and (2) copies. Bids shall be typewritten in 12 point font size on 8.5" by 11" bond paper. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. GAGA-204-I-0395, SYNERGY BROADCAST SYSTEM."**

**L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

**L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

**L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

**L.3 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than **12:00 noon** local time on November 1, 2004 .

**L.4 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.5.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

**L.5.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

**L.5.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**L.5.4 Late Modifications**

A late modification of a successful bid, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

**L.5.5 Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

**L.6 HAND DELIVERY OR MAILING OF BIDS****DELIVER OR MAIL TO:**

Office of Contracts and Acquisitions  
825 North Capitol Street  
Suite #7066  
Washington, D. C. 20002

**L.7 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.9 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Agency Chief Contracting Officer, District of Columbia Public Schools, 202-442-5111, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, Glorious Bazemore of the reason for not submitting a bid in response to this solicitation. If a recipient does not District

of Columbia Public Schools that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### **L.10 BID PROTESTS**

Any actual or prospective bidder or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

#### **L.11 SIGNING OF BIDS**

- L.11.1 The Contractor shall sign the bid and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- L.11.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partnership with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

#### **L.12 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or

(c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

### **L.13 ACCEPTANCE PERIOD**

The bidder agrees that its bid remains valid for a period of 90 days from the solicitation's closing date.

### **L.14 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.14.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;

**L.14.2** District of Columbia, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.14.3** If the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

**L.14.4** The District reserves the right to request additional information regarding the Bidder's organizational status.

### **L.15 STANDARDS OF RESPONSIBILITY**

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

**L.15.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.15.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.15.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.



**L.15.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

**L.15.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

**L.15.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.15.7** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.

## **SECTION M - EVALUATION FACTORS**

### **M.1 EVALUTATION FACTORS**

**M.1.1** The District Government will award a contract(s) to the most responsible and responsive Offeror for the base year plus all options for the requirements of the contract. The price of the options will not obligate the Government to Exercise the options(s).

### **A. CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS**

#### **1. Preference for Local Businesses, Disadvantage Businesses, Resident Business Ownerships or Businesses Operating in an Enterprise Zone**

##### **a. General Preferences**

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- 1 ) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise

(LBE) certified by the Local Business Opportunity Commission (LBOC);

2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;

3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Act, and certified by the LBOC; and

4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (RFP).

Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in the bid price for a bid submitted by such business enterprise in response to an IFB or the addition of four points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

**b. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set-Aside**

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set-aside are as follows:

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least 51% of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4 = \text{Points Awarded During Evaluation of LSDBE Subcontracting}$$

\*Note: Equivalent of four (4) points on a 100-point scale

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor will receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that difference preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four

points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

**c. Preferences for Open Market Solicitations with LBE, DBE or RBO Subcontracting Set Aside**

If the solicitation is an open market solicitation with a LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for businesses located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP.

**Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships**

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preferences as if it was a certified LBE, DBE or RBO.

**3. Preferences for Joint Ventures Including Businesses Located in an Enterprise Zone**

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a business located in an enterprise zone.

#### **4. Vendor Submission for Preferences**

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

- a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE or RBO, to include either:
  - 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
  - 2) A copy of any sworn notarized Self-Certification Forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for a bidder or offeror to receive allowable preferences under this solicitation, the bidder or offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal.

Attachment J.2 contains the Self-Certification Package

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **5. Penalties for Misrepresentation**

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

**6. Local, Small, and Disadvantaged Business Enterprise Subcontracting**

- a. When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, goods, and supplies with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with the prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).
- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.